	<b>Request for Proposal</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»		«Agency_Address1»
	VENDOR: «Vendor_Name»		«Agency_Address2»
		PAGE 1	«Agency_City», «Agency_State»
		OF 49	«Agency_Zip5»-«Agency_Zip4»

**Solicitation Contact Person:**

James Scarboro  
State Procurement Office  
602 542-9122

**Vendor:**

VENDOR NAME  
VENDOR ADDRESS 1  
VENDOR ADDRESS 2  
VENDOR CITY VENDOR STATE 00000-0000

**Solicitation Issue Date:**

**Vendor Contact:** Vendor Contact

DESCRIPTION:

**OCR AND DRE VOTING EQUIPMENT - STATEWIDE**

PROPOSAL DUE DATE:

**JULY 27, 2003**

AT 3:00 P.M. MST

Pre-Proposal Conference:

Jul 11 2003 9:00 AM

State Land Department Bldg.

1616 W. Adams

Conference Room

Phoenix AZ 850073223


In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the State Procurement Office at 100 N. 15th Ave, Suite 104, Phoenix, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Proposals must be in the actual possession of the State on or prior to the time and date and at the location indicated above. Late proposals will not be considered.


Proposals must be submitted in a sealed envelope or package with the Solicitation number and the offeror's name and address clearly indicated on the envelope or package. All proposals must be completed in ink or typewritten. Additional instructions for preparing proposal are included in this notice.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

	<b>Table of Contents</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 2	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2» «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

Section	Page
Uniform Instructions to Offerors	3
Special Instructions to Offerors	7
Uniform Terms and Conditions	10
Special Terms and Conditions	17
Scope of Work	22
Specifications	26
Pricing Schedule	35
Attachment	40
Questionnaire	46
Certificate of Insurance	48
Solicitation Document End	49


	<b>1.0 Uniform Instructions to Offerors</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE	«Agency_Address1»
	VENDOR: «Vendor_Name»	3 OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

1.1 Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

- 1.1.1 “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.1.2 “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and any terms applied by law.
- 1.1.3 “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.1.4 “Contractor” means any person who has a Contract with the State.
- 1.1.5. “Days” means calendar days unless otherwise specified.
- 1.1.6 “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.1.7 “Offer” means bid, proposal or quotation.
- 1.1.8 “Offeror” means a vendor who responds to a Solicitation.
- 1.1.9 “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.1.10 “Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- 1.1.11 “Solicitation Amendment” means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- 1.1.12 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.1.13 “State” means the State of Arizona and Department or Agency of the State that executes the Contract.

1.2 Inquiries.

- 1.2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its’ Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 1.2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 1.2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 1.2.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 1.2.5 No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 1.2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 1.2.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

	<b>1.0 Uniform Instructions to Offerors</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE	«Agency_Address1»
	VENDOR: «Vendor_Name»	4 OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

1.2.8 Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 1.3 Offer Preparation.

1.3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated otherwise.

1.3.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

1.3.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

1.3.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

1.3.4.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

1.3.4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

1.3.5 Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

1.3.6 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.

1.3.7 Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.


1.3.8 Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

1.3.9 Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

1.3.10 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

1.3.11 Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

1.3.12 Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is

	<b>1.0 Uniform Instructions to Offerors</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 5	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

1.3.13 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

1.3.13.1 Special Terms and Conditions;

1.3.13.2 Uniform Terms and Conditions;

1.3.13.3 Statement or Scope of Work;

1.3.13.4 Specifications;

1.3.13.5 Attachments;

1.3.13.6 Exhibits;

1.3.13.7 Special Instructions to Offerors;

1.3.13.8 Uniform Instructions to Offerors. 12.9 Other documents referenced or included in the Solicitation.

1.3.14 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

#### 1.4. Submission of Offer.

1.4.1 Sealed Envelope or Package. Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

1.4.2 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

1.4.3 Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

1.4.4 Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

1.4.4.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

1.4.4.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

#### 1.5 Evaluation.


1.5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

1.5.2 Taxes. Arizona transaction privilege and use taxes shall not be considered for evaluation.

1.5.3 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.

1.5.4 Disqualification. A Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

1.5.5 Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of

	<b>1.0 Uniform Instructions to Offerors</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE	«Agency_Address1»
	VENDOR: «Vendor_Name»	6 OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

1.5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:

- 1.5.6.1 Waive any minor informality;
- 1.5.6.2 Reject any and all Offers or portions thereof; or
- 1.5.6.3 Cancel the Solicitation.

1.6. Award.

1.6.1 Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.


1.6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

1.6.3 Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.


1.7 Protests. A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 1.7.1 The name, address and telephone number of the protester;
- 1.7.2 The signature of the protester or its representative;
- 1.7.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.7.5 The form of relief requested.

1.8 Comments Welcome. The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.


	<b>2.0 Special Instructions to Offerors</b>		«SOL_Location»
			«Agency_Address1»
	SOLICITATION NO.: «SOL_Number»	PAGE 7	«Agency_Address2»
	VENDOR: «Vendor_Name»	OF 49	«Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

- 2.1 **Purpose.** In accordance with the Secretary of State's plan, filed pursuant to and in accordance with, the Help America Vote Act (HAVA) of 2002, the State and members of its purchasing cooperative have an ongoing requirement for Optical Character Recognition (OCR), Direct Recording Electronic (DRE) and Election Management System (EMS) voting equipment, including any installation, support and maintenance. Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, State Procurement Office intends to establish a contract for the materials or services as listed herein.
- 2.2 **Proposal Format.** Offerors shall submit eleven (11) copies of their proposal (10 hard copies and 1 electronic copy). The three hard copies shall consist of one (1) original, marked as "Original," and nine (9) copies, marked as "Copy 1" and "Copy 2," etc. Each hard copy shall be assembled in its own three-ring loose-leaf binder. The one (1) electronic copy shall be submitted within the original copy, on one of the following media; CD-ROM, 3.5 floppy, and in one of the following formats; .DOC, .PDF, .TXT. Proposals shall be composed of the following general sections.
- 2.2.1 **Introduction.** Section to include:
- 2.2.1.1 Cover letter and/or an executive summary of the offeror's proposal
- 2.2.1.2 Offer and Acceptance, SPO form 203 – signed.
- 2.2.2 **Proposal.** Section to include:
- 2.2.2.1 Copy of the solicitation's Scope of Work, followed by the offeror's proposed Method of Approach in response to the State's Scope;
- 2.2.2.2 Copy of the solicitation's Specifications, followed by the offeror's proposed Equipment and Services to meet the State's Specifications;
- 2.2.2.3 Copy of the solicitation's Price Sheet, followed by the offeror's proposed prices and pricing for all such goods and services.
- 2.2.3 **Terms and Conditions.** Section to include:
- 2.2.3.1 Copy of the solicitation's Uniform and Special Terms and Conditions, followed by a statement from the offeror indicating their understanding and acceptance of the State's terms;
- 2.2.3.2 Copy of the solicitation's Questionnaire, including the offeror's response to all applicable sections of the Questionnaire.
- 2.2.4 **Attachment.** Section to include any descriptive literature, illustrations or other documentation in support of the offeror's proposal.
- 2.3 **Offer and Acceptance.** In order to allow for an adequate evaluation, the state requires an offer in response to this solicitation to be valid and irrevocable for 120 days after the opening time and date.
- 2.4 **Contract Award.** The State intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and subfactors identified in the solicitation.
- 2.4.1 The State may reject any or all proposals if such action is in the State's best interest.
- 2.4.2 The State may waive informalities and minor irregularities on proposals received.
- 2.4.3 The State intends to evaluate proposals and award a contract without discussions with offerors, except for clarifications. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price or cost and technical standpoint. The State reserves the right to conduct discussions (negotiations) if the procurement officer later determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the offeror specifies otherwise in the proposal.
- 2.4.4 The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so.
- 2.4.5 Any exchanges with offerors after receipt of a proposal does not constitute a rejection of counteroffer by the State.
- 2.5 **Discussions.**


	<b>2.0 Special Instructions to Offerors</b>		«SOL_Location»
			«Agency_Address1»
	SOLICITATION NO.: «SOL_Number»	PAGE 8	«Agency_Address2»
	VENDOR: «Vendor_Name»	OF 49	«Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

- 2.5.1 In accordance with A.R.S. 41-2534, after the initial receipt of proposals, discussions (negotiations) may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- 2.5.2 If after written clarifications unresolved questions remain, the State may request the offeror to attend an evaluation committee meeting. If this meeting becomes necessary, the State shall notify the offeror in advance of the meeting.
- 2.6 Evaluation. In accordance with the Arizona Procurement Code 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- 2.5.1 Conformity with all Specifications, Terms and Conditions. Equipment and support requirements are included herein. Offerors shall clearly state whether or not their proposed requirement and support complies with each of these requirements, in whole or in respective part. Offerors shall propose equipment and support which comes closest to meeting these specifications. Non-conforming equipment and or support shall be clearly identified and substantiated. Non-compliance with these requirements may negatively impact offeror's proposal and result in a diminished evaluation result. See 2.0 Uniform Terms and Conditions, 4.0 Special Terms and Conditions, and 6.0 Specifications.
- 2.5.2 Method of Approach. Offerors shall propose a method of approach in accordance with the scope of work that best meets the State's requirements. See 5.0 Scope of Work.
- 2.5.3 Experience and Capabilities. Offerors shall describe their experience and capabilities in accordance with the requirements under the scope of work. See 5.0 Scope of Work.
- 2.5.4 Cost. See 7.0 Price Schedule. Offerors shall provide all necessary price information as contained within the price schedule.
- 2.5.5 Contractor Support. Offerors shall describe their proposed support services, in accordance with the requirements under the special terms and conditions. See 5.0 Special Terms and Conditions.
- 2.6 Offeror Qualifications. All hardware and software proposed in response to this solicitation must meet the following minimum requirements. As the following certifications are mandated under State and federal law, any proposals not containing equipment and software meeting these minimum requirements shall be determined to be unacceptable and will be rejected under R2-7-353(B)(2).
- 2.6.1 Federal Election Commission (FEC). All hardware and software components of the proposed system, including provisions for early voting and disabled voters, must comply with the FEC Voting System Standards. Evidence of this compliance shall be supplied in the form of the qualification number issued by the FEC.
- 2.6.2 Independent Testing Agency (ITA). All hardware and software must be approved by the National Association of State Election Directors (NASED). The proposal must include in the Executive Summary, along with signed authorization directing the ITA that performed the qualification testing to:
- 2.6.2.1 Submit the qualification report of its testing directly to the State, and;
- 2.6.2.2 Allow the State or its designee full access to all test records and data. Although it is not necessary for ITA tests to be conducted prior to filing an application for certification or provisional certification, all ITA qualification testing completed or in process at the time of application must be identified. If applicable, offerors must provide a copy of a letter from the Vendor, to each ITA, that,
- 2.6.2.2.1 Directs the ITA to send a copy of the completed ITA qualification report to the State,
- 2.6.2.2.2 Authorizes the ITA to discuss their procedures and findings with the State,
- 2.6.2.2.3 Authorizes the ITA to allow the State to review all records of any qualification testing conducted on the voting system or its components;
- 2.6.3 State of Arizona Certified. All equipment and software must be certified by the State of Arizona. Vendors must be certified or in the process of receiving certification to bid on the project. Vendors must be certified before an award can be made.
- 2.6.4 Compliance with State and Federal Election Laws. The proposed system must comply with all current Arizona State and Federal Election Laws including, but not limited to:
- 2.6.4.1 Help America Vote Act (HAVA).
- 2.6.4.2 Americans with Disabilities Act (ADA).
- 2.6.4.3 National Voter Registration Act (NVRA).
- 2.6.4.4 Arizona Revised Statutes (A.R.S.).
- 2.6.4.4 Arizona Election Laws, Rules, Policies and Procedures.




	<b>2.0 Special Instructions to Offerors</b>		«SOL_Location»
			«Agency_Address1»
	SOLICITATION NO.: «SOL_Number»	PAGE 9	«Agency_Address2»
	VENDOR: «Vendor_Name»	OF 49	«Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

- 2.6.5 Employee Appointment Oath. Contractor's employees and agents who perform services or take part in the testing, logic/accuracy functions, processing and counting of ballots, must meet the requirements of state law and the Secretary of State Procedures Manual and must be appointed and take the required oath before touching any ballot, computer, or counting device.
- 2.7 References. Offerors shall submit a current client or customer list including a summary of goods and services provided to each, contact information and relevance to this solicitation. This list shall not be exhaustive of all previous clients but shall contain those customers currently and/or recently being served by the offeror. See 9.0 Questionnaire, References. Offerors not using this form shall provide their references in a similar format containing at a minimum, the same data as contained on the Questionnaire.
- 2.8 Pricing. The proposed solution must be priced for each individual county along with a single price for an award in all nine (9) counties. The proposed solution must also include offeror's recommendation for number of devices per county including spares. See 5.0 Scope of Work, Targeted Counties and 8.0 Attachment. The equipment pricing shall include one (1) year of maintenance, training, and support as specified herein. Offerors are strongly encouraged to offer additional pricing for related items/products/components that are not specifically addressed as line items herein. Offerors shall also describe in detail any licensing terms, software ownership, and source code ownership. Prices should include delivery and setup in complete operating condition. See 7.0 Price Schedule.
- 2.9 Current Production. All proposed hardware and software and associated items must have been in production at the time of the proposal. Test or prototype items will not be considered in the proposal. A sufficient inventory of the proposed product must be available to meet delivery requirements.
- 2.10 Documentation. Offerors shall provide two (2) full sets of the following documentation to be submitted with their proposal.
- 2.10.1 Complete documentation and manuals detailing operation, installation, hardware, technical/descriptive literature, including schematic diagrams and technical reference manuals:
  - 2.10.2 Environmental requirements for storage, transportation, and operation, including temperature ranges, humidity tolerance ranges and electrical supply requirements;
  - 2.10.3 Information showing that construction components are non-corrosive; durable and meet strength test requirements; analysis of the life expectancy of each piece of hardware and software; and information showing that the system is upgradeable.
  - 2.10.4 Software and firmware documentation, information, and materials, including the following.
  - 2.10.5 A copy of the release software, firmware, utilities, hardware, and instructions required to install, operate and test the voting system.
  - 2.10.6 Copies of all source code files required to develop the system object code and firmware; with any utilities, hardware, and instructions required will be made available to hold in escrow for the duration of the contract.
  - 2.10.7 Documentation of acceptance testing for each unit delivered.
  - 2.10.8 Poll worker training materials.

	<b>3.0 Uniform Terms and Conditions</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE	«Agency_Address1»
	VENDOR: «Vendor_Name»	10 OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

- 3.1 **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 3.1.1 *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
  - 3.1.2 *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
  - 3.1.3 *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - 3.1.4 *“Contractor”* means any person who has a Contract with the State.
  - 3.1.5 *“Days”* means calendar days unless otherwise specified.
  - 3.1.6 *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - 3.1.7 *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 3.1.8 *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - 3.1.9 *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 3.1.10 *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
  - 3.1.11 *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
  - 3.1.12 *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
  - 3.1.13 *“State Fiscal Year”* means the period beginning with July 1 and ending June 30,
- 3.2 **Contract Interpretation.**
- 3.2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
  - 3.2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
  - 3.2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
    - 3.2.3.1 Special Terms and Conditions;
    - 3.2.3.2 Uniform Terms and Conditions;
    - 3.2.3.3 Statement or Scope of Work;
    - 3.2.3.4 Specifications;
    - 3.2.3.5 Attachments;
    - 3.2.3.6 Exhibits;
    - 3.2.3.7 Documents referenced or included in the Solicitation.
  - 3.2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
  - 3.2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

	<b>3.0 Uniform Terms and Conditions</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE	«Agency_Address1»
	VENDOR: «Vendor_Name»	11 OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

3.2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

3.2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3.3 Contract administration and operation.

3.3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.


3.3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

### 3.4 Costs and Payments.

3.4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

	<b>3.0 Uniform Terms and Conditions</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 12	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

3.4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

3.4.3 Applicable Taxes.

3.4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

3.4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3.4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

3.4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

3.4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

3.4.5.1 Accept a decrease in price offered by the contractor;

3.4.5.2 Cancel the Contract

3.4.5.3 Cancel the contract and re-solicit the requirements.

3.5 Contract changes.

3.5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

3.5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.


3.5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

3.6 Risk and Liability.

3.6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

3.6.2 Indemnification

3.6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

	<h2>3.0 Uniform Terms and Conditions</h2>		«SOL_Location»
			«Agency_Address1»
			«Agency_Address2»
SOLICITATION NO.: «SOL_Number»		PAGE	
		13	
VENDOR: «Vendor_Name»		OF	«Agency_City», «Agency_State»
		49	«Agency_Zip5»-«Agency_Zip4»

3.6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

3.6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

3.6.4 Force Majeure.

3.6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

3.6.4.2 Force Majeure shall not include the following occurrences:

3.6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

3.6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

3.6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

3.6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

3.6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

3.6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

3.7 Warranties.


3.7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

3.7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

3.7.2.1 Of a quality to pass without objection in the trade under the Contract description;

3.7.2.2 Fit for the intended purposes for which the materials are used;

3.7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

	<h2>3.0 Uniform Terms and Conditions</h2>		«SOL_Location»
			«Agency_Address1»
	SOLICITATION NO.: «SOL_Number»		«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»
VENDOR: «Vendor_Name»		PAGE 14 OF 49	

3.7.2.4 Adequately contained, packaged and marked as the Contract may require; and

3.7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

3.7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

3.7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

3.7.5 Year 2000.

3.7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

3.7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

3.7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

3.7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

3.7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.


3.7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### 3.8 State's Contractual Remedies.

3.8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

3.8.2 Stop Work Order.

3.8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

	<b>3.0 Uniform Terms and Conditions</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE	«Agency_Address1»
	VENDOR: «Vendor_Name»	15 OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

3.8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

3.8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

3.8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

3.8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

### 3.9 Contract Termination.

3.9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

3.9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

3.9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.


3.9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

#### 3.9.5 Termination for Default.

3.9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

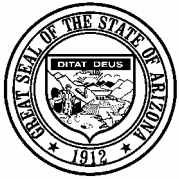
3.9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

3.9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

	<b>3.0 Uniform Terms and Conditions</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»		«Agency_Address1»
	VENDOR: «Vendor_Name»		«Agency_Address2» «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

- 3.9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 3.10 Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 3.11 Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).





## 4.0 Special Terms and Conditions

SOLICITATION NO.: «SOL\_Number»

PAGE  
17

VENDOR: «Vendor\_Name»

OF  
49

«SOL\_Location»

«Agency\_Address1»

«Agency\_Address2»

«Agency\_City», «Agency\_State»  
«Agency\_Zip5»-«Agency\_Zip4»

- 4.1 Eligible Agencies (Statewide). Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2632.
- 4.2 Contract Type (Term). Fixed price term indefinite quantity.
- 4.3 Term of Contract. The term of contract shall commence on the date of award and continue through a period of one (1) year unless terminated, canceled or extended as otherwise provided herein.
- 4.4 Option to Extend the Term of the Contract. An option is defined as a unilateral right in a contract that, for a specified time, the State may elect to extend the term of the contract. The State may extend the term of this contract by written amendment to the Contractor on or before the date of the contract expiration. If the State exercises this option, the extended contract shall be considered to include this option clause.
- 4.4.1 The State shall exercise this option for four (4) year periods or any portion of a year thereof.
- 4.4.2 The total duration of this contract, including any options under this clause, shall not exceed five (5) years.
- 4.4.3 Ninety (90) days prior to the end of any term, the Contractor shall notify the State of the contract's impending termination.
- 4.5 Contract Additions. Newer or updated models of equipment, hardware or software available after the contract's inception may be added to the contract under the following conditions.
- 4.5.1 Compliance with all specifications. New or updated equipment, hardware or software must meet all requirements of the specifications under each respective line item they are proposed to be added to.
- 4.5.2 Similarly priced. New or updated equipment, hardware or software must be similarly discounted and/or priced in accordance with each respective line item they are proposed to be added to.
- 4.6 Confidentiality of End User Data. While gross usage statistics will be gathered and used to generate reports, the contractor agrees to keep confidential the information concerning individual end-users. Under no conditions will information about end-users be resold, transferred or conveyed to any third party. Neither shall the contractor retain and reuses information about the end-users in their own operations.
- 4.7 Confidentiality of Records. The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.
- 4.8 Delivery. Delivery shall be made within thirty (30) days of receipt of a Contract Release Order/Purchase Order document.
- 4.9 Estimated Usage. Beyond the nine (9) counties indicated in the Scope of Work and Specifications, the contract shall be on an as-needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under the contract.
- 4.10 Key Personnel. It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.
- 4.11 Licenses. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.
- 4.12 Ordering Process. Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.



## 4.0 Special Terms and Conditions

SOLICITATION NO.: «SOL\_Number»

PAGE  
18

VENDOR: «Vendor\_Name»

OF  
49

«SOL\_Location»

«Agency\_Address1»

«Agency\_Address2»

«Agency\_City», «Agency\_State»  
«Agency\_Zip5»-«Agency\_Zip4»

- 4.13 **Price Adjustment.** The State Procurement Office may review a fully documented request for a price increase or decrease.
- 4.13.1 **Increase.** A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the first day of the month following approval.
- 4.13.2 **Decrease.** A price decrease adjustment may be considered at any time through out the Contract's term. Periodic decreases or discounts may be made available throughout the contract's term so long as they are recognized via mutual written contract amendment, and identify the beginning and ending dates of all such periods.
- 4.13.3 **Most Favored Pricing.** Price increases or decreases shall be consistent with the lowest prices available to similarly sized customers.
- 4.14 **Safety Standards.** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.
- 4.15 **Shipping F.O.B. Delivered.** Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The state will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
- 4.16 **Warranty.** All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of twelve (12) months from the date of acceptance by the State. Any defects of hardware or software, that would result in non-compliance with the contract's specifications, shall be fully corrected by the contractor (including parts and labor) without cost to the State. The written warranty shall be included with the delivered products to the using entity. Contractor shall also provide options of extending to warrantee coverage for additional years beyond the initial year, for all Voting System hardware and software, regardless of whether this warranty period for any piece of equipment and software shall extend beyond the term of the contract.
- 4.17 **Usage Report.** The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit. The usage report shall be due at the end of each three-month period of the contract term.
- 4.18 **Progress Reports.** Contractor shall provide two copies of a summary report listing progress and critical issues within seven (7) days following the end of the calendar month.
- 4.19 **Progress Schedule.** Contractor shall provide a progress schedule, in the form of a chart showing delivery dates, start dates of work phases, completion dates and major milestones, within ten (10) days of contract award. This schedule shall be updated monthly and submitted to the State concurrently with the Progress Report.
- 4.20 **Contractor Support.** All initial training, maintenance and contractor support shall be included in the purchase price and shall continue for a period of one (1) year, coinciding with the Warrantee period.
- 4.20.1 **Training.** Contractor shall provide initial training, to be included in the purchase of the equipment, and on-going training, at an hourly rate, through any subsequent terms of the contract,
- 4.20.1.1 Initial Training shall include the election preparation process through the production of the final official canvass of the vote. Initial training shall be sufficient to the point that State and local election personnel shall be able to operate the system without continuous support from the Contractor. Training shall be in accordance with the Arizona State Election Procedures Manual. Manuals, instructions, and complete system documentation will be required to allow staff to perform each phase of the election process. Initial training shall address but shall not be limited to, the following topics:
- 4.20.1.1.1 Programming of units;
- 4.20.1.1.2 Preparation of each individual unit;
- 4.20.1.1.3 Preparation of polling place to accept voting devices;
- 4.20.1.1.4 Electronic transmission of election results;
- 4.20.1.1.5 Tabulation of results;
- 4.20.1.1.6 Equipment and software used at the central counting station;



## 4.0 Special Terms and Conditions

SOLICITATION NO.: «SOL\_Number»

PAGE  
19

VENDOR: «Vendor\_Name»

OF  
49

«SOL\_Location»

«Agency\_Address1»

«Agency\_Address2»

«Agency\_City», «Agency\_State»  
«Agency\_Zip5»-«Agency\_Zip4»

- 4.20.1.1.7 Methods of ensuring the accuracy of precinct results;
- 4.20.1.1.8 Full understanding of the audit procedures;
- 4.20.1.1.9 Conduct of a recount;
- 4.20.1.1.10 Conduct of a contested election;
- 4.20.1.1.11 Records preservation requirements;
- 4.20.1.1.12 Printing, designing and reformatting election reports;
- 4.20.1.1.13 Troubleshooting to solve temporary problems;
- 4.20.1.1.14 Safeguards to prevent and detect tampering or theft;
- 4.20.1.1.15 Hot points for system errors; and
- 4.20.1.1.16 Training on the use of the Election Management System to design and layout ballots.
- 4.20.1.1.17 Setting up and testing the voting equipment;
- 4.20.1.1.18 Suggestions for precinct set-up;
- 4.20.1.1.19 Operation of the voting device from start to finish;
- 4.20.1.1.20 Processing of voters, from the early voter, to the regular voter, to the provisional voter;
- 4.20.1.1.21 Troubleshooting methods to quickly identify and resolve any problems;
- 4.20.1.1.22 The opening and closing of polling locations on Election Day;
- 4.20.1.1.23 Proper operation and security for Early Voting (if applicable);
- 4.20.1.1.24 Modem transmission of election results (if applicable);
- 4.20.1.1.25 Printing of zero counts before the polls open;
- 4.20.1.1.26 Assisting voters who require help while in the voting process;
- 4.20.1.1.27 Immediate determination of device problems;
- 4.20.1.1.28 Using the battery back up during electrical failure;
- 4.20.1.1.29 Taking a malfunctioning piece of equipment out of service;
- 4.20.1.1.30 Closing the polls and collecting the results in any of the methods available for that particular device;
- 4.20.1.1.31 Reproducible training materials for use by election personnel when conducting educational outreach programs.
- 4.20.1.1.32 Poll Worker Training.
  - 4.20.1.1.32.1 Provide training materials for use by elections personnel when conducting educational outreach programs.
  - 4.20.1.1.32.2 Provide poll worker training materials to assist in preparing poll workers to work the polls and operate the equipment properly.
- 4.20.1.2 Ongoing training, through any subsequent extensions of the contract beyond its initial term, shall be provided on-site and at an annual rate as provided herein.
- 4.20.2 Maintenance. Contractor shall provide all preventative and manufacturer recommended maintenance including, but not limited to internal batteries, cleaning, replacement of worn parts, and testing of all equipment. Maintenance shall also include but is not limited to on-site repair or replacement of faulty equipment. All maintenance activities are to be performed within a reasonable timeframe from the Contractor notification of the problem. Contractor shall provide ongoing maintenance through any subsequent extensions of the contract beyond its initial term, at an annual rate as provided herein.
- 4.20.2.1 Software Maintenance. Contractor shall provide, at no additional charge, all new releases, upgrades and bug fixes of the software while under a maintenance agreement. Release shall be defined as any collection of enhancements or updates which contractor generally makes available to its installed base of customers of such programs. During the term of the contract all software upgrades, as well as all hardware and software patches to repair defects in the system, at no charge to the using entity or State. Documentation should be updated and delivered accordingly.



## 4.0 Special Terms and Conditions

SOLICITATION NO.: «SOL\_Number»

PAGE  
20

VENDOR: «Vendor\_Name»

OF  
49

«SOL\_Location»

«Agency\_Address1»

«Agency\_Address2»

«Agency\_City», «Agency\_State»  
«Agency\_Zip5»-«Agency\_Zip4»

- 4.20.3 Support. Contractor shall provide total on-site support for each county's first presidential preference, primary, and general election, as well as any elections occurring in the first year, after award of contract. Contractor shall provide a representative to serve as principle support contact on behalf of the contractor to those counties and other cooperative members obtaining voting equipment off of the contract. Contractor shall provide ongoing support through any subsequent extensions of the contract beyond its initial term, at an hourly rate as provided herein, at a minimum including rates for the following:

4.20.3.1 Telephone support;

4.20.3.2 On-site support, to include election cycle support, election-day support, consulting and other on-site support as specified in the contract.

- 4.21 Documentation. All documentation and printed materials provided by the Contractor may be reproduced by the State, provided that such reproduction is made solely for the internal use of the State or County employees and that no charge is made to anyone for such reproductions. Costs of all reproducible training materials and documentation should be included in the price of the product. Documentation must be delivered to the SOS and counties prior to final system acceptance.

- 4.22 Insurance. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain insurance coverage listed below. Coverage will be provided with forms and insurers acceptable to the State of Arizona until all obligations under this Contract are satisfied. All insurers must be authorized to do business in the State of Arizona by the Arizona Department of Insurance and possess a current AM Best, Inc. rating of at least A VII.

4.22.1. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and minimum unimpaired Products and Completed Operations aggregate and General Aggregate minimum limits of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis. The policy shall include coverage for:

4.22.1.1 Bodily Injury;

4.22.1.2 Broad Form Property Damage (including completed operations);

4.22.1.3 Personal Injury;

4.22.1.4 Blanket Contractual Liability;

- 4.22.2 Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

4.22.2.1 Fire Legal Liability.

4.22.3. Business Automobile Liability, with minimum limits of \$1,000,000 combined single limit per occurrence, with respect to claims arising from the ownership, maintenance or use of any auto assigned to or used in the performance of this contract. This requirement may be modified at the discretion of the State of Arizona to acknowledge coverage provided by a Family or Personal Automobile Liability policy endorsed to cover Business Use of the vehicle(s) used in performance of this contract.

- 4.22.4 Worker's Compensation (Coverage A):

4.21.4.1 Statutory Arizona benefits;

- 4.22.5 Employer's Liability (Coverage B):

4.22.5.1 \$ 500,000.00 each accident;

4.22.5.2 \$ 500,000.00 each employee/disease;

4.22.5.3 \$1,000,000.00 policy limit/disease.

- 4.22.6 Policy Shall Include endorsement for All State coverage for state of hire.

- 4.22.7 Policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

- 4.22.8 The State or Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

- 4.22.9 In case any work is subcontracted, the Contractor will require all subcontractors to provide comparable coverage.

- 4.22.10 Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of contract upon which the Contracting Agency may immediately terminate this Contract.



## 4.0 Special Terms and Conditions

SOLICITATION NO.: «SOL\_Number»

PAGE  
21

VENDOR: «Vendor\_Name»

OF  
49


«SOL\_Location»

«Agency\_Address1»


«Agency\_Address2»

«Agency\_City», «Agency\_State»  
«Agency\_Zip5»-«Agency\_Zip4»

- 4.22.11 The policies required by the Commercial General and Business Automobile Liability Sections herein shall be endorsed to include the State of Arizona as additional insured and shall require that the insurance provided by the Contractor shall be primary insurance and that any insurance carried by the State of Arizona shall be excess and not contributory insurance to that provided by the Contractor.
- 4.22.12 Certificates of insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify the contract number and include certified copies of endorsements naming the State of Arizona as Additional Insured as required. The insurance policies required by this paragraph shall contain a provision that coverages will not be cancelled or materially altered until at least 60 days prior written notice has been given to the State of Arizona.
- 4.22.13 Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.
- 4.22.14 If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above shall not apply.

	<b>5.0 Scope of Work</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 22	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

- 5.1 Introduction. The Arizona Secretary of State's Office is seeking to procure the services of a firm or firms capable of providing Optical Character Reader (OCR) and Direct Recording Electronic (DRE) Voting Systems for the State of Arizona along with a corresponding election management system. The State of Arizona is replacing all punch card voting systems with OCR voting systems in accordance with the Help America Vote Act of 2002 (HAVA), public law 107-252. Currently, nine (9) of the fifteen (15) counties in Arizona utilize punch card voting systems. In addition, all precincts within Arizona will have one DRE voting system that must integrate with the specific county's OCR voting system. The nine (9) counties need to be utilizing the new OCR equipment and election management system by the February 2004 Presidential Preference Election. Development activities in support of the February 2004 Presidential Preference Election will begin within a month of a contract being awarded. This will include the delivery of the voting systems and all software, hardware, documentation, etc., that are needed to support election activities. The selected Contractor(s) must provide the OCR and DRE voting systems and an election management system along with providing the related services:
- 5.1.1 Training on the use of the voting systems.
  - 5.1.2 Warranty, support, and maintenance of equipment and software.
  - 5.1.3 System software upgrades.
  - 5.1.4 Election administration support.
- 5.2 Project Goals. This RFP addresses the Arizona Project called Adios Chad. Adios Chad is a statewide contract effort to facilitate replacement of voting systems in the nine (9) counties where punch card systems were used in the 2000 General Elections. The goals of the project and this RFP are to:
- 5.2.1 Replace punch card voting systems in nine (9) counties with OCR voting systems
  - 5.2.2 Replace Election Management System (EMS) in nine (9) counties with integrated system used for administering, tabulating, and reporting of election information.
  - 5.2.3 Provide a contract where the nine (9) counties can purchase DRE voting systems to comply with HAVA accessibility standards
  - 5.2.4 Provide a contract for other counties to potentially purchase equipment, system upgrades, maintenance, election administrative support.
  - 5.2.5 Encourage election accessibility for individuals with disabilities and those with alternative language considerations
  - 5.2.6 Have nine (9) counties utilizing the new OCR equipment and election management system by the February 2004 Presidential Preference Election.
- 5.3 Targeted Counties. Contracts resulting from the solicitation are intended primarily for the use of those nine (9) counties identified herein but may also be made available to other members of the State's purchasing cooperative, including the remaining 6 six (6) , municipalities, districts or other member entities. Precinct-level voter data for the nine (9) counties is included herein. See 8.0 Attachments.
- 5.4 General Responses (Method of Approach).
- 5.4.1 Offeror Capabilities. Offerors shall explain in detail their experiences and capabilities in delivering similar voter systems as described in this RFP. The description should include:
    - 5.4.1.1 Provide a summary of the all services offered.
    - 5.4.1.2 Number of years the vendor has provided these services.
    - 5.4.1.3 Number of clients and geographic locations currently served.
    - 5.4.1.4 Organizational chart.
    - 5.4.1.5 Customer references. See 2.0 Special Instructions, References.
    - 5.4.1.6 Number of voting systems produced and/or sold last year.
    - 5.4.1.7 Number of voting systems in inventory.
    - 5.4.1.8 Availability of spare parts.
    - 5.4.1.9 Location of headquarters and number of full-time employees.

	<b>5.0 Scope of Work</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 23	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

- 5.4.1.10 Do you manufacture of the proposed system, hardware and software? If not, what arrangement do you have with the manufacturer to guarantee that orders will continue to be filled in the future? See 2.0 Special Instructions to Offerors, Manufacturer's Representative.
- 5.4.1.11 Provide a brief summary of relevant and similar project management experience.
- 5.4.1.12 Provide a listing of qualifications of key personnel.
- 5.4.1.13 Provide a brief summary of relevant and similar major election experience
- 5.4.1.14 History and Financial Statements. Offerors shall provide a complete company history and the last two year's financial statements (independently audited preferred).

5.4.2 Architecture.

- 5.4.2.1 Describe the architecture of the system supporting the proposed solution.
- 5.4.2.2 Application architecture and development environment and tools
- 5.4.2.3 Messaging architecture and support for standard messaging protocols

5.4.3 Platforms.

- 5.4.3.1 What are the operating system and other software requirements? What are the versions supported?
- 5.4.3.2 What are the communications requirements for the system?
- 5.4.3.3 Identify network protocol required.
- 5.4.3.4 Describe bandwidth needs.
- 5.4.3.5 Identify any other LAN/WAN requirements.
- 5.4.3.6 Describe back up and recovery features of the system.
- 5.4.3.7 Recommend detailed platform hardware and software.


5.4.4 Process Descriptions. Offerors shall define their workflow for the following processes.

- 5.4.4.1 Provisional balloting casting and tabulation for OCR and DRE equipment.
- 5.4.4.2 Election management.
- 5.4.4.3 Total vote tabulation.
- 5.4.4.4 Precinct vote collection, sending precinct level data to a central site and central site to other interested and authorized entities.
- 5.4.4.5 Recount vote process.
- 5.4.4.6 Write-in vote process.
- 5.4.4.7 Procedures, equipment, instructions and time for the elections department at the counties to prepare the system for use in a major national election.
- 5.4.4.8 Reporting and auditing procedures for the equipment.
- 5.4.4.9 Procedures to close early voting on a machine.
- 5.4.4.10 Procedures and instructions for informing the voters on the use of the equipment.
- 5.4.4.11 Procedures and instructions for election workers to open the polls at the polling place and to close down the system after voting is complete.
- 5.4.4.12 Casting of ballot by the voter for both OCR and DRE equipment.
- 5.4.4.13 Detailed diagram of the workflow using the voting systems in the conduct of an election.

5.4.5 Development, Database, and Integration.

- 5.4.5.1 Describe development methodology.
- 5.4.5.2 Describe proposed method for integrating solution with the State and county IT environments.
- 5.4.5.3 Describe quality assurance methodology including all tools utilized during testing?

5.4.6 Performance.

	<b>5.0 Scope of Work</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 24	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

- 5.4.6.1 Propose a recommended hardware configuration to support system fault tolerance.
- 5.4.6.2 Describe any fault tolerance capabilities built within the application, product, or database.
- 5.4.6.3 Has the solution been stress tested? If so, describe methodology, tools used, and test environment.

5.4.7 Security.

- 5.4.7.1 Describe audit trail capabilities included in the solution.
- 5.4.7.2 Describe encryption used in the solution, either external or internal.
- 5.4.7.3 Has the solution experienced any security-related exposures? If so, describe the exposures and what corrections were made.

5.4.8 Maintenance, Support and Warranties.

- 5.4.8.1 What support is standard with the solution?
- 5.4.8.2 Describe any extended support agreements beyond the standard support?
- 5.4.8.3 Describe availability of support after normal work hours.
- 5.4.8.4 Specify recommended support solution for proposed system(s).
- 5.4.8.5 Describe third-party support options.
- 5.4.8.6 Recommend the client's technical staff requirements to support the solution in terms of expertise and number of hours.
- 5.4.8.7 Describe the solution/service warranties, maintenance and support plan. Describe the type and level of support that will be provided, including commitment of resources, days and hours of service, and response time for contacts by phone, e-mail, or web. Describe other support services that will be provided such as user groups and newsletters.

5.4.9 Training.

- 5.4.9.1 Describe proposed approach and curriculum to training the staff of each of the nine (9) counties.
- 5.4.9.2 What documentation is provided for end users?
- 5.4.9.3 What documentation is provided for systems/technical staff?
- 5.4.9.4 What training is available on-site?
- 5.4.9.5 What training is available off-site?
- 5.4.9.6 Do you have a user group?
- 5.4.9.7 Provide the latest published training schedule for similar products as proposed.

5.4.10 Change Management.

- 5.4.10.1 Describe the frequency of upgrades and what is involved in an upgrade.
- 5.4.10.2 How are software and firmware upgrades received, e.g., via tape, FTP, etc.?
- 5.4.10.3 Describe how customer feedback is used in solution development and enhancement.
- 5.4.10.4 Describe the change management process and tools used for change management.
- 5.4.10.5 Describe how custom enhancements are integrated with new releases.


5.4.11 Solution Implementation.

- 5.4.11.1 Describe the installation procedure.
- 5.4.11.2 Describe the proposed implementation process for this solution.
- 5.4.11.3 List key milestones.
- 5.4.11.4 Identify key individuals
- 5.4.11.5 Explain acceptance process.
- 5.4.11.6 Indicate when support responsibility and/or ownership transfers.

5.4.12 Future Of Solution / Technology Roadmap.

- 5.4.12.1 How long has the solution been available?



	<b>5.0 Scope of Work</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 25	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

5.4.12.2 How many times has the solution been upgraded since it was first available?

5.4.13 Vendor Solution.

5.4.13.1 Describe if your solution is certified and by whom. See 2.0 Special Instructions to Offerors, Offeror Qualifications.

5.4.13.2 Describe if your solution complies with all provisions of Federal and State election laws and regulations, and any future modifications to those laws and regulations.

5.4.13.3 Describe what distinguishes your company from other election/voting system vendors.

5.4.13.4 Describe if the model and versions of equipment and solution are identical to those that were tested by the ITA.

5.4.14 Miscellaneous Responses.


5.4.14.1 Describe project implementation plan to meet the deadline for nine counties to be live on new systems prior to the February, 2004 Presidential Preference Election and assuming a project start date of October 1, 2003.

5.4.14.2 Describe the average support requirements for other customers that have your solution. Breakdown by election cycle setup, election day support, and telephone support.

5.4.14.3 List the average amount of consumables used by your solution.

5.4.14.4 Describe your supplied method for educating voters on how to use your equipment.

5.4.14.5 Describe all the types of ballot stock your OCR solution accepts. List the ballot vendors and the various different sizes accommodated by your solution.

	<b>6.0 Specifications</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 26	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

## 6.1 Precinct Units.

6.1.1 Compatibility. OCR and DRE equipment must be compatible. Election processes such as ballot generation and vote counting should be the same for both units. The selected vendor must demonstrate how their chosen equipment (both DRE and OCR) is compatible and all election functions are integrated. The election setup and processes should only be done once.

### 6.1.2 General Requirements.

6.1.2.1 Permit diagnostic testing of all the major components within each unit.

6.1.2.2 Provide logic and accuracy tests in the memory of the main processor and the programmable memory device used on Election Day, including zero printouts before each election and a precinct tally printout at the close of each election.

6.1.2.3 In the event of the failure of a unit, retain a record of all votes cast prior to the failure.

6.1.2.4 Present the ballot so it is easy to read, intuitive and follows a logical progression.

### 6.1.3 Logic and Accuracy Testing.

6.1.3.1 Systems shall be configured so as to perform the necessary “logic and accuracy” test on all hardware and software prior to an election in compliance with ARS 16-449.

6.1.3.2 Shall provide logic and accuracy tests in the memory of the main processor and the programmable memory device used on Election Day, including zero report printout before each election and a precinct tally printout at the close of each election.

### 6.1.4 DRE Hardware Requirements.

6.1.4.1 System shall contain, at a minimum, the hardware components necessary to process voters and deliver totals for closing the polls, i.e., voting devices, controller unit (if required for system), printer for zero tapes, overall results and voter receipt, ability to transmit results to host system.

6.1.4.2 System shall be capable of printing a receipt (not ballot facsimile) for the voter at the polls, should it ever be required to do so.

6.1.4.3 System shall produce, at the time the voter votes his or her ballot or at the time the polls are closed, a paper version or representation of the voted ballot or of all the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained with the election returns.

### 6.1.5 OCR Hardware Requirements.

#### 6.1.5.1 Scanning Equipment.

6.1.5.1.1 Capable of reading a paper stock ballot with a mark applied by the voter in a pre-designated area.

6.1.5.1.2 Voters must be able to feed their own ballot into the scanning unit.

6.1.5.1.3 Shall attach to a container or receptacle, which shall receive the voted ballots as they are read through the unit.

6.1.5.1.4 Shall utilize a paper ballot, which displays candidates and issues for use by the voter in making their selection.

6.1.5.1.5 Shall be precinct based.

6.1.5.1.6 Voting equipment shall provide the capability of marking each ballot with an indication that it has been counted in a manner that will not effect the readability of the ballot.

#### 6.1.5.2 Ballot Box Security.


6.1.5.2.1 Must provide for total security and secrecy of the ballots.

6.1.5.2.2 Prohibit voted ballots from being accessed by anyone until after the close of polls.

6.1.5.2.3 Must provide secure ballot boxes that only authorized election officials can access for OCR equipment.

6.15.2.4 Must contain a minimum of three compartments to receive and hold regular voted ballots, ballots with write-in votes, and temporary or emergency ballots to be processed later for OCR equipment.

#### 6.1.5.3 Technical Requirements.

	<b>6.0 Specifications</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 27	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

- 6.1.5.3.1 Memory device.
  - 6.1.5.3.1.1 Shall be reusable.
  - 6.1.5.3.1.2 Shall be capable of storing election results for multiple precincts, districts, and ballot styles.
  - 6.1.5.3.1.3 Shall be interchangeable with other memory devices.
  - 6.1.5.3.1.4 Memory device shall be removable.
- 6.1.5.3.2 Shall plug in to a standard 110 volt AC outlet.
- 6.1.5.3.3 Must provide for an optional battery back-up unit, which can provide continuous operation in case of power failure. Contractor shall include pricing for battery backup.
- 6.1.5.3.4 The unit must contain an internal clock for recording dates and times of all activities.
- 6.1.5.3.5 Shall provide for automatic zeroing or clearing of the accumulators prior to processing of actual voted ballots.
- 6.1.5.3.6 Shall contain a counter or provide for periodic printing of the number of ballots counted on the device.
- 6.1.5.3.7 Shall include built-in diagnostics, which will identify unit malfunctions.
- 6.1.5.3.8 Shall be capable of processing data accurately for as many as fifteen (15) jurisdictional splits within any given precinct or districts for an election.
- 6.1.5.3.9 Shall be capable of tabulating multi-jurisdictional issues combined with countywide candidates and issues in the same process. (A jurisdiction may place issues on a county primary ballot.)
- 6.1.5.3.10 Provide for summary reports of votes cast on each voting device
- 6.1.5.3.11 The proposed system shall have the capability of operating on back-up power should the need arise.
- 6.1.5.3.12 Any removable components shall be easy for poll workers to access and remove.
- 6.1.5.3.13 The proposed system could be used in some polling locations that are dark, damp, and open to the elements, and that may have limited or no electrical outlets. The proposed system shall be able to operate accurately and correctly in these conditions.
- 6.1.5.3.14 All components will be stored in a warehouse environment. The voting booth/storage case should be designed to be stored in a space-efficient manner. The warehouse environment may not be environmentally controlled and subject to high and low temperature.
- 6.1.5.3.15 Components shall require minimal maintenance during storage.
- 6.1.5.4 Malfunctions & troubleshooting.
  - 6.1.5.4.1 Must provide visual messages to assist in the resolution of problems or in the operation of the unit.
  - 6.1.5.4.2 System shall have procedures in place for correcting printer problems and loading paper.
  - 6.1.5.4.3 For OCR equipment, shall clearly indicate to the voter and the poll worker whether or not a jammed or misfed ballot has been processed and counted or not counted.
  - 6.1.5.4.4 For OCR equipment, jams and misfeeds shall be readily correctable by poll workers and not require complicated or time-consuming procedures. Shall have a ballot card read path which can be cleared easily in the case of a jammed or misfed ballot and still maintain the voted ballots securely.
- 6.1.5.5 Vote Count Security.
  - 6.1.5.5.1 Shall provide for printing precinct results in multiple copies with the system generated date and time shown on each.
  - 6.1.5.5.2 Shall provide a zero report printout before the opening of the polling place on Election Day and provide a precinct tally printout at the close of each polling place.
  - 6.1.5.5.3 Shall provide for voting in absolute secrecy.
  - 6.1.5.5.4 Shall provide that each voter's ballot is secret and the voter cannot be identified by image, code or other methods.
  - 6.1.5.5.5 Shall be capable of printing a comprehensive audit log of activities that have occurred on the unit.



## 6.0 Specifications

SOLICITATION NO.: «SOL\_Number»

PAGE  
28

VENDOR: «Vendor\_Name»

OF  
49


«SOL\_Location»

«Agency\_Address1»

«Agency\_Address2»

«Agency\_City», «Agency\_State»  
«Agency\_Zip5»-«Agency\_Zip4»

- 6.1.5.5.6 For OCR equipment, shall be capable of reading ballots accurately when read in any of the four orientations (head to toe front; toe to head front; head to toe back; toe to head back).
- 6.1.5.5.7 For OCR equipment, shall have a ballot card read path which can be cleared easily in the case of a jammed or misfed ballot and still maintain the voted ballots securely.
- 6.1.5.5.8 Shall provide for total security of the intermediate storage device to prevent access during the official voting period. It shall provide a method to perform a zero report in order to determine that no votes were cast or counted for or against a candidate or issue prior to the opening of the polls.
- 6.1.5.5.9 Shall provide security guaranteeing that, once completed, the equipment cannot be zeroed or cleared by any person other than authorized county election personnel or at any time until the equipment is returned to the custody of the authorized county election personnel.
- 6.1.5.5.10 Shall have in place a “fail-safe” back-up system and procedures which can be implemented by poll workers and/or election staff at any time during real-time voting at the polling place, which guarantees that all ballots cast shall be counted as quickly as possible.
- 6.1.5.5.11 Prevent printing of summary reports before the sequence of events required for closing of the polls are completed;
- 6.1.5.5.12 Provide printed records regarding the opening and closing of the polls and include the following:
  - 6.1.5.5.12.1 Identification of election, including opening and closing date and times;
  - 6.1.5.5.12.2 Identification of each unit;
  - 6.1.5.5.12.3 Identification of ballot format;
  - 6.1.5.5.12.4 Identification of candidate and/or issue, verifying zero start;
  - 6.1.5.5.12.5 Identification of all ballot fields and all special voting options;
  - 6.1.5.5.12.6 Summary report of votes cast for each device, or ability to extract same;
- 6.1.5.6 Voter Comfort.
  - 6.1.5.6.1 Ballot should be easy to read, intuitive and follow a logical progression.
  - 6.1.5.6.2 Voting equipment should allow voters to vote in secrecy.
  - 6.1.5.6.3 For DRE Equipment.
    - 6.1.5.6.3.1 Font size should be adjustable for ease of sight, but not below the font size of twelve (12), at one hundred percent (100%) magnification;
    - 6.1.5.6.3.2 Ballot should include minimal, easy to follow on-screen instructions for use by the voter.
    - 6.1.5.6.3.3 Voters are to be shown a summary screen at the end of the ballot.
    - 6.1.5.6.3.4 Device should be capable of supporting multiple languages, minimally English and Spanish.
    - 6.1.5.6.3.5 Voter should be allowed to change selection until the voter is satisfied with choice at anytime prior to the final casting of a ballot.
    - 6.1.5.6.3.6 Device shall prompt the voter to confirm the voter’s choices before casting their ballot, signifying to the voter that casting the ballot is irrevocable and directing the voter to confirm the voter’s intention to cast the ballot, and shall further signify to the voter that the ballot has been cast after the vote is stored successfully;
  - 6.1.5.6.4 Vendor shall provide a means to demonstrate the operation of the devices to the voters.
- 6.1.5.7 Accessibility.
  - 6.1.5.7.1 The devices shall meet all federal and state laws that address accessibility to voting.
  - 6.1.5.7.2 If the devices are contained in a voting booth, the booth legs should provide sufficient width to allow wheelchair access, or provide an alternative solution.
  - 6.1.5.7.3 The voter must be able to review their write-in input to the interface, edit that input, and confirm that the edits meet their intent;


	<b>6.0 Specifications</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 29	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

- 6.15.7.4 There must be a clear, identifiable action that the voter takes to “cast” the ballot.
- 6.15.7.5 Voting booth must be designed so as to provide privacy for the voter while voting and must be well lit, equipped with a fixed surface of writing height on which to vote and accommodate elderly, disabled or other voters with special needs and language accessibility.
- 6.1.5.7.6 The system must make clear to the voter how to cast a ballot, such that the voter has minimal risk of doing so accidentally, but when the voter intends to cast the ballot, the action can be easily performed;
- 6.1.5.7.7 The DRE shall provide a method by which voters can choose the language of the ballot whether presented visually or through audio devices.
- 6.1.5.7.8 All DRE voting units should be adaptable for disabled voters, from a restructuring of the voting unit or booth to the removal of the device. The devices shall be lightweight and portable enough for use on a voter’s lap or provide an alternative solution.
- 6.1.5.7.9 All DRE voting units shall provide audio instructions for the ballot and a mechanism for the visually impaired voter to cast a ballot, either on the voting unit, itself, or on a separate device designed for this purpose. The process shall imitate the process used by sighted voters, with the exception of the audio interface.
- 6.1.5.7.10 It would be desirable for the DRE equipment to support an enlarged ballot for the visually impaired.
- 6.1.5.8 Portability/Ease of Use.
  - 6.1.5.8.1 The proposed system shall have equipment, which is compact, portable, and each component weigh less than 50 pounds each.
  - 6.1.5.8.2 Precinct units should withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry.
  - 6.1.5.8.3 Devices should provide poll workers with a method to immediately detect if a voting unit is not operating properly.
  - 6.1.5.8.4 The programmable memory device should be easy for poll workers to operate after the closing of the polls if necessary.
  - 6.1.5.8.5 Equipment should be of such size as to be able to move through standard size doorways into various size polling places for storage in a particular location within the polling place prior to Election Day use. Devices should be transportable, without damage to internal circuitry; conditions for transporting could include extremely bumpy roads, exposure to extreme heat or cold, dust or other environmental elements.
  - 6.1.5.8.6 For DRE Equipment, devices should allow for a Poll Worker to assist a voter in activation, either through remote help or direct access to the voting unit; or devices should allow the voter themselves to activate the unit using some form of activation device; [i.e. smart card, access code, or activation cartridge];
  - 6.1.5.8.7 Provide poll workers with instructions that are easy to follow and easy to understand.
  - 6.1.5.8.8 Printer shall be easy for the poll worker to operate.
  - 6.1.5.8.9 The arrangement of the system components at the polls shall not create hazards for the poll workers and voters.

## 6.2 Central Count Equipment.

### 6.2.1 Logic and Accuracy Testing.

- 6.2.1.1 Shall be configured so as to perform the necessary “logic and accuracy” test on all hardware and software prior to an election in compliance with ARS 16-449.
- 6.2.1.2 Shall provide logic and accuracy tests in the memory of the main processor and the programmable memory device used on Election Day, including zero report printout before each election and a precinct tally printout at the close of each election.
- 6.2.1.2 Shall provide a method to determine that no votes were cast or counted for or against a candidate or issue prior to the opening of the polls.

	<b>6.0 Specifications</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 30	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

#### 6.2.2 Early Ballot Processing.

- 6.2.2.1 The system shall provide a device or a system for processing large volumes of voted early ballots at a central count location starting immediately upon completion of the required logic and accuracy test.
- 6.2.2.2 Early voting results must be combined with all other ballot types to produce cumulative reports.
- 6.2.2.3 Early ballots mailed to voters must be able to conform to USPS standards.
- 6.2.2.4 The system must have the capability of producing results for each batch processed to be combined with the total early ballots counted.
- 6.2.2.5 The system must be capable of processing early voted ballots mixed by precinct.
- 6.2.2.6 The system shall have the capability of producing “ballots on demand” or some alternate process using personal computers and tabletop laser printers.

#### 6.2.3 Provisional Ballot Processing.

- 6.2.3.1 The system used to count the voted early ballots shall also be used to count the provisional ballots that are received at the polls on Election Day after they have been verified to count by the county recorder as eligible to be counted.
- 6.2.3.2 The count of provisional ballots must also be combined with the cumulative reports and the final canvass.
- 6.2.3.3 Allow Provisional Ballots to be cast at the polling place and the maintenance of those ballots.
- 6.2.3.4 Provisional ballots must be kept separate from the other ballots until a count can be determined (count or no count).


#### 6.2.4 System Audit Log.

- 6.2.4.1 The system audit log shall contain sufficient information to allow the auditing of all operations related to central site ballot tabulation, results consolidation, and report generation. It shall include:
  - 6.2.4.1.1 An identification of the program and version being run
  - 6.2.4.1.2 An identification of the election file being used
  - 6.2.4.1.3 A record of all options entered by the operator
  - 6.2.4.1.4 A record of all actions performed by the subsystem
  - 6.2.4.1.5 A record of all tabulation and consolidation input.
- 6.2.4.2 The system audit log must be created and maintained by the system in the sequence in which operations were performed.

### 6.3 General Requirements.

#### 6.3.1 Data Communication.

- 6.3.1.1 The system shall provide for network reliability in the speed and accuracy of data transmission of election results.
- 6.3.1.2 The system shall provide for encryption of data transmissions that prohibit access to or manipulation of data transmissions.
- 6.3.1.3 Provide for the removal of an already counted precinct and a re-counting of that same precinct in the event of errors in transmission.
- 6.3.1.4 The voting system election management component must also be capable of returning data electronically to SOS via electronic storage media or modem in an agreed upon format that contains, at a minimum, the following information:
  - 6.3.1.4.1 County
  - 6.3.1.4.2 Precinct
  - 6.3.1.4.3 District
  - 6.3.1.4.4 Candidate Name
  - 6.3.1.4.5 Office
  - 6.3.1.4.6 Number of votes for (including ballot questions)

	<b>6.0 Specifications</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 31	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

6.3.1.4.7 Number of votes against (where applicable) (including ballot questions)

6.3.1.4.8 Number of registered voters at the precinct level (by party affiliation if applicable).

6.3.1.5 Shall be capable of transmitting election results to a host system from a precinct or district, or from a regional receiving site.

6.3.1.6 Shall employ a removable intermediate memory device for storage of voted results.

#### 6.3.2 Vote Count.

6.3.2.1 Shall allow a voter to have their votes accurately counted for the proper candidates and issues as specified by statute.

6.3.2.2 Shall provide for the tabulation of votes cast in split precincts, where all voters residing in one precinct are not voting the same ballot style.

6.3.2.3 Shall provide for the tabulation of votes cast in combined precincts, where more than one precinct is voting at the same location, on either the same ballot style or a different ballot style.

#### 6.3.3 Over/Under Votes.

6.3.3.1 For DRE equipment, prohibit Overvotes before final vote is cast.

6.3.3.2 For OCR equipment, allow for the optional alert to notify voter of Overvotes before final vote is cast.

6.3.3.3 Allow for optional alert to notify voter of Undervotes before final vote is cast for both OCR and DRE voting systems.

#### 6.3.4 Recounts.

6.3.4.1 Shall include the ability to easily setup a recount.

6.3.4.2 Shall permit recounts and contested elections to be conducted pursuant to Arizona Revised Statutes and the Arizona Secretary of State's Procedures Manual.

6.3.4.3 Shall provide an audit trail so that ballots can be manually counted and the totals compared with system totals.

#### 6.3.5 Reporting.

6.3.5.1 Required reports include: cumulative results on demand, precinct and/or district reports, precincts processed and not processed report, and canvass.

6.3.5.2 Shall be capable of printing reports showing at least; 1) number of ballots cast; 2) percent of precincts reported; 3) office or issue title; 4) candidate's name; 5) vote totals by candidates or issue; 6) number of overvotes and undervotes; 7) percent of votes cast for candidate or issue.

6.3.5.3 Reports and/or data export that detail where the ballots were cast will be generated and used to balance the ballots cast against the early voting request system by precinct as part of the canvass process.

6.3.5.4 The system may be designed so that results may be transferred to an alternate database or device. Access to the alternate file shall in no way affect the control, processing, and integrity of the primary file or allow the primary file to be affected in any way.

6.3.5.5 The system shall permit the export of data.

6.3.6 Write in candidates. Provide for the storage and tabulation of write-in votes. Shall provide a facility to permit a voter to vote for any lawful, official write-in candidate and segregate ballots containing write-in votes.

#### 6.3.7 Audit and Security


6.3.7.1 The system should employ employee control logic and data processing methods to detect errors and provide correction method.

6.3.7.2 Shall have the capability of backing up and recovering system.

6.3.7.3 Shall provide for a complete audit trail of election data

6.3.7.4 Shall permit diagnostic testing of all the major components within each unit.

6.3.7.5 Shall provide for contingency back-up system and procedures which can be implemented by election staff at the central count facility that will ensure that all ballots cast shall be counted as quickly as possible.

	<h2 style="text-align: center;">6.0 Specifications</h2>		«SOL_Location»
			«Agency_Address1»
	SOLICITATION NO.: «SOL_Number»	PAGE 32	«Agency_Address2»
	VENDOR: «Vendor_Name»	OF 49	«Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

- 6.3.7.6 Provide that each voter's ballot is secret and the voter cannot be identified by image, code or other methods.
- 6.3.7.7 Integrity and security of data maintained according to time frame for federal, state and local elections.
- 6.3.7.8 Prevention of functions in an improper sequence.
- 6.3.7.9 The vote tabulation system shall be capable of simulating multiple vote patterns against all precincts including early or mail ballot precincts (i.e. one vote per candidate, random votes per candidate or measure for each ballot cast, one voter per contest, increasing votes per contest, increasing votes per candidates, etc.) All of the simulations, with the exception of random vote per candidate, will produce predetermined results that can be verified.
- 6.3.7.10 Programmable memory device to be sealed in unit with means of tamper detection.
- 6.3.7.11 Allow for extraction of data from memory devices to a central host.
- 6.3.7.12 Prevent modification of the voter's vote after the ballot is cast.
- 6.3.7.13 Protect the secrecy of the vote such that the vote may not be observed during the voter's selection of preferences, during the casting of the ballot, and as the voted ballot is transmitted for recording on a storage device.
- 6.3.7.14 Provide for safeguards against and evidence of tampering, theft or damage of the system and units. Evidence of tampering, theft, or damage should be easily apparent.
- 6.3.7.15 The system shall maintain an automated log and inventory of all devices configured and placed in the inventory for use in the election. At some point after the close of polls and the final certification, an audit trail containing the status of all inventoried devices will be generated. This will include devices that were successfully used for voting, failed during election day or were not utilized in the election.
- 6.3.7.16 Shall move and store data from the DREs and the OCR voting units to a host while being protected using industry standard encryption.
- 6.3.7.17 The DRE equipment shall have an automated means of voting a set of test ballots with predetermined results before and after election day.
- 6.3.8 Third Party Service Providers. The DRE and OCR equipment should be able to be supported by a third party service provider if that is the preference of a particular county. The vendor must be able to supply a third party service provider with the software and hardware tools necessary to support the equipment and use of it.

#### 6.4 Election Management System.


##### 6.4.1 General.

- 6.4.1.1 Any proposed Election Management Systems (EMS) shall consist of the hardware and software required to performs all processes from election setup through the production of a final canvass
- 6.4.1.2 The subsystem shall generate all required master and distributed copies of the voting program in conformance with the definition of the ballot for each polling place and voting device, including devices required to facilitate early voting, language accessibility, and disabled voters.

##### 6.4.2 Administrative Database.

- 6.4.2.1 The EMS shall allow local and state election officials to generate and maintain an administrative database containing the definitions and descriptions of political subdivisions and offices within the jurisdiction. The environment in which all databases in the subsystem are maintained shall include all necessary provisions for security and access control.
- 6.4.2.2 The EMS shall provide for the definition of political and administrative subdivisions where the list of candidates or contests may vary within the polling place and for the activation or exclusion of any portion of the ballot upon which the entitlement of a voter to vote may vary by reason of place of residence or other such administrative or geographical criteria.
- 6.4.2.3 For each election, the EMS shall allow the user to generate and maintain a candidate and contest database and provide for the production or definition of properly formatted ballots and software. This database shall be used by the system with the administrative database to format ballots or edit formatted ballots within the jurisdiction.
- 6.4.2.4 The proposed software shall allow for additional districts to be added to the election structure without affecting the existing ballot typing in the ballot management software. These changes shall not require re-proofing of the election structure information entered prior to these changes.



	<b>6.0 Specifications</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 33	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

#### 6.4.3 Ballot Generation/Management.


- 6.4.3.1 Shall provide for election ballot layout and design that can be accomplished by county staff working independently as part of the election preparation process.
- 6.4.3.2 The EMS shall provide a software capability for the creation of newly defined elections, for the retention of previously defined formats in that election, and for the modification of a previously defined ballot format. Such systems shall be designed so as to facilitate error-free definition of elections and their associated ballot layouts for DRE. It is desirable for the software to automatically layout the DRE ballots, OCR ballots, and sample ballots in one operation.
- 6.4.3.3 Ballot software should allow counties the capability to program memory devices for early voting and Election Day tabulation.
- 6.4.3.4 The election set-up parameters shall accommodate multiple candidates, offices, parties, and provide rotation of the same, as specified in Arizona law.
- 6.4.3.5 Shall provide for all voting options and specifications as provided for in Arizona State Election Law.
- 6.4.3.6 Shall generate all required master and distributed copies of the election setup data in conformance with the definition of the ballot for each polling place and voting device.
- 6.4.3.7 Data entered during election setup shall be carried through ballot layout and production of final canvasses with minimal, if any, duplicate data entry. The proposed software shall automatically transfer all ballot setup information from the EMS to the ballot tabulation system.
- 6.4.3.8 The subsystem shall be capable of handling at least 6,000 potentially active ballot styles and over 150 active voting positions, arranged to identify party affiliations in a primary election, offices and their associated labels and instructions, candidate names and their associated labels and instructions, and issues or measures and their associated text and instructions.
- 6.4.3.9 The interface will also produce the necessary reports to ensure the sample ballot books match the ballots on the DRE ballots.
- 6.4.3.10 Ballot stock for OCR should be available from multiple vendors.
- 6.4.3.11 Shall provide a software capability for the creation of newly defined elections, for the retention of previously defined formats in that election, and for the modification of a previously defined ballot format.
- 6.4.3.12 Shall provide a facility for the definition of the ballot, including the definition of the number of allowable choices for each office and contest.
- 6.4.3.13 Data entered during election setup shall be carried through ballot layout and production of final canvasses with minimal, if any, duplicate data entry. Data entered during election setup shall apply for both OCR and DRE equipment.
- 6.4.3.14 The system shall accommodate multiple printed languages, minimally English and Spanish.

#### 6.4.4 Early Voting.

- 6.4.4.1 The reporting and tallying system for the early ballot system shall be capable of tallying the early votes separately and also incorporating the results in the overall tally. The early voting results shall be easily integrated with Election Day and provisional voting results in a timely manner. The votes cast through the early voting process shall be identifiable in the vote tabulation system for balancing purposes.
- 6.4.4.2 Units used for "Early Voting" must have all the capabilities of the units used for precinct voting, as well as the ability to accept multiple ballot combinations on a single voting unit.

#### 6.4.5 Provisional Voting.

- 6.4.5.1 Results from provisional ballots should be easily combined with the final tally of votes, once those provisional ballots have been determined to be eligible for counting.
- 6.4.5.2 The proposed system shall provide an automated interface from the EMS to the vote tabulation system for releasing these ballots into the count.

	<b>6.0 Specifications</b>		«SOL_Location»
			«Agency_Address1»
	SOLICITATION NO.: «SOL_Number»		PAGE 34
VENDOR: «Vendor_Name»		OF 49	«Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

6.4.5.3 The system shall be compliant with HAVA in providing a method to allow provisional ballot voters a receipt that they can use to check on the status of their provisional vote. The receipt should uniquely identify the voter and somehow tie to the ballot cast, while ensuring the privacy of the voter and the ballot cast.

6.4.5.4 DRE voting equipment, as well as the EMS, must be able to separate provisional ballots from non-provisional ballots cast at the precinct on Election Day. The proposed system shall accept a provisional ballot without tabulating or recording the provisional ballot cast when reporting the precinct's totals.

6.4.6 Write-In Candidates.

6.4.6.1 The proposed system shall provide a means of recording votes cast for candidates for any office whose names do not appear upon the ballot.

6.4.6.2 It shall have the capability for entry of as many names of write-in candidates as the voter is entitled to select for each office.

6.4.6.3 The proposed system shall be used to cast the vote for the write-in candidate. The voter's precinct, contest and write-in text shall be transferred to the central count computer and stored for later resolution.

6.4.6.4 For DRE equipment, a report containing a list of write-in candidates captured through the proposed system shall be available after the election night count. The report shall contain totals of potential votes for each official write-in candidate for the contest. These shall be merged seamlessly with the OCR write-in candidates and will become the unofficial results until formal canvassing is completed.

6.4.7 Election Reporting Requirements.

6.4.7.1 Provide a cumulative, canvass and precinct report of early voting, provisional ballot voting, and Election Day voting as one total. Shall be flexible enough to provide all of these required reports in a format that supports the Presidential Preference Election and Arizona's Open Primary election by political party.

6.4.7.2 Provide a cumulative, canvass and precinct/district report of provisional voting,

6.4.7.3 Provide a cumulative, canvass and precinct/district report of early voting

6.4.7.4 Provide a cumulative, canvass and precinct/district report of Election Day as one total;

6.4.7.5 Provide for unofficial and official reports including provisional voting, early voting, Election Day, write-ins and total vote;

6.4.7.6 Provide, for election night reporting, a listing of precincts/districts reporting and a listing of precincts/districts not reporting;

6.4.7.7 Provide the ability to custom design election reports;

6.4.7.8 The proposed system shall generate results in an agreed upon format for election night reporting.



## 7.0 Pricing Schedule

SOLICITATION NO.: «SOL\_Number»

PAGE  
35

VENDOR: «Vendor\_Name»

OF  
49

«SOL\_Location»

«Agency\_Address1»

«Agency\_Address2»

«Agency\_City», «Agency\_State»  
«Agency\_Zip5»-«Agency\_Zip4»

- 7.1 **Price Proposal.** As stated in 2.0 Special Instructions to Offerors, offeror shall propose prices and pricing-related information for any or all of the following line items. The proposed solution must be priced for each individual county along with a single price for an award in all nine (9) counties. The proposed solution must also include offeror's recommendation for number of devices per county including spares. See 5.0 Scope of Work, Targeted Counties. The equipment pricing shall include one (1) year of support as specified herein. Offerors may include additional detailed pricing for optional components as necessary. Offerors shall also describe in detail any licensing terms, software ownership, and source code ownership.
- 7.1.1 **Maintenance.** All first year maintenance and repair costs shall be included in proposed hardware/software price. Offeror shall provide additional annual pricing for hardware and software maintenance after year one.
- 7.1.2 **Support.** First year of support is included in base price of the solution. Price after first year should be specified for hourly and annual support contracts.
- 7.1.3 **Training.** Initial training for county election staff shall be included in the base price of solution. Offeror shall provide pricing for additional optional training to be conducted on-site at an hourly rate.
- 7.1.4 **Additional Items and Supplies.** List all consumable supplies used in the normal operation of your equipment, the unit price for each type of consumable, and its average life expectancy.
- 7.2 **Delivery.** Delivery shall be made within 30 calendar days after receipt of an order.
- 7.3 **Taxes.** Price(s) offered shall not include any applicable transaction privilege (sales) taxes. If the products and/or services specified require transaction privilege (sales) taxes, they are to be described and itemized separately on the Offer.

LINE NO.	DESCRIPTION	UNIT	MULTIPLE AWARD UNIT PRICE		SINGLE AWARD UNIT PRICE	
100	138895 - Optical Character Recognition Voting Equipment  Manufacturer : _____  Model: _____  Options:  Maintenance for years 2 through 5	ea	Coconino	\$ _____	Coconino	\$ _____
			Gila	\$ _____	Gila	\$ _____
			Greenlee	\$ _____	Greenlee	\$ _____
			La Paz	\$ _____	La Paz	\$ _____
			Mohave	\$ _____	Mohave	\$ _____
			Navajo	\$ _____	Navajo	\$ _____
			Pinal	\$ _____	Pinal	\$ _____
			Santa Cruz	\$ _____	Santa Cruz	\$ _____
			Yuma	\$ _____	Yuma	\$ _____
			Other	\$ _____	Other	\$ _____
		yr		\$ _____		\$ _____
200	138896 - Direct Recording Electronic Voting Equipment  Manufacturer : _____  Model: _____  Options:  Maintenance for years 2 through 5	ea	Coconino	\$ _____	Coconino	\$ _____
			Gila	\$ _____	Gila	\$ _____
			Greenlee	\$ _____	Greenlee	\$ _____
			La Paz	\$ _____	La Paz	\$ _____
			Mohave	\$ _____	Mohave	\$ _____
			Navajo	\$ _____	Navajo	\$ _____
			Pinal	\$ _____	Pinal	\$ _____
			Santa Cruz	\$ _____	Santa Cruz	\$ _____
			Yuma	\$ _____	Yuma	\$ _____
			Other	\$ _____	Other	\$ _____
		yr		\$ _____		\$ _____



## 7.0 Pricing Schedule

SOLICITATION NO.: «SOL\_Number»

PAGE  
36

VENDOR: «Vendor\_Name»

OF  
49

«SOL\_Location»

«Agency\_Address1»

«Agency\_Address2»

«Agency\_City», «Agency\_State»  
«Agency\_Zip5»-«Agency\_Zip4»

LINE NO.	DESCRIPTION	UNIT	MULTIPLE AWARD UNIT PRICE		SINGLE AWARD UNIT PRICE	
300	138896 – Central Count Voting Equipment	ea	Coconino	\$ _____	Coconino	\$ _____
	Gila		\$ _____	Gila	\$ _____	
	Greenlee		\$ _____	Greenlee	\$ _____	
	La Paz		\$ _____	La Paz	\$ _____	
	Mohave		\$ _____	Mohave	\$ _____	
	Navajo		\$ _____	Navajo	\$ _____	
	Pinal		\$ _____	Pinal	\$ _____	
	Santa Cruz		\$ _____	Santa Cruz	\$ _____	
	Yuma		\$ _____	Yuma	\$ _____	
	Options:	Other	\$ _____	Other	\$ _____	
Maintenance for years 2 through 5	yr		\$ _____		\$ _____	
400	138896 – Election Management System	ea	Coconino	\$ _____	Coconino	\$ _____
	Gila		\$ _____	Gila	\$ _____	
	Greenlee		\$ _____	Greenlee	\$ _____	
	La Paz		\$ _____	La Paz	\$ _____	
	Mohave		\$ _____	Mohave	\$ _____	
	Navajo		\$ _____	Navajo	\$ _____	
	Pinal		\$ _____	Pinal	\$ _____	
	Santa Cruz		\$ _____	Santa Cruz	\$ _____	
	Yuma		\$ _____	Yuma	\$ _____	
	Options:	Other	\$ _____	Other	\$ _____	
Maintenance for years 2 through 5	yr		\$ _____		\$ _____	



## 7.0 Pricing Schedule

SOLICITATION NO.: «SOL\_Number»

PAGE  
37

VENDOR: «Vendor\_Name»

OF  
49

«SOL\_Location»

«Agency\_Address1»

«Agency\_Address2»

«Agency\_City», «Agency\_State»  
«Agency\_Zip5»-«Agency\_Zip4»

LINE NO.	DESCRIPTION	UNIT	MULTIPLE AWARD UNIT PRICE		SINGLE AWARD UNIT PRICE	
500	138896 – Support on Voting Equipment, beyond required support within initial year.  Options:  - Annual Telephone Support  - Hourly Telephone Support  - Annual On-Site Support           - Hourly On-Site Support	yr  hr  ea          ea		\$ _____  \$ _____  Coconino \$ _____ Gila \$ _____ Greenlee \$ _____ La Paz \$ _____ Mohave \$ _____ Navajo \$ _____ Pinal \$ _____ Santa Cruz \$ _____ Yuma \$ _____ Other \$ _____  Coconino \$ _____ Gila \$ _____ Greenlee \$ _____ La Paz \$ _____ Mohave \$ _____ Navajo \$ _____ Pinal \$ _____ Santa Cruz \$ _____ Yuma \$ _____ Other \$ _____		\$ _____  \$ _____  Coconino \$ _____ Gila \$ _____ Greenlee \$ _____ La Paz \$ _____ Mohave \$ _____ Navajo \$ _____ Pinal \$ _____ Santa Cruz \$ _____ Yuma \$ _____ Other \$ _____  Coconino \$ _____ Gila \$ _____ Greenlee \$ _____ La Paz \$ _____ Mohave \$ _____ Navajo \$ _____ Pinal \$ _____ Santa Cruz \$ _____ Yuma \$ _____ Other \$ _____



## 7.0 Pricing Schedule

SOLICITATION NO.: «SOL\_Number»

PAGE  
38

VENDOR: «Vendor\_Name»

OF  
49

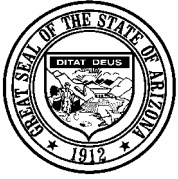
«SOL\_Location»

«Agency\_Address1»

«Agency\_Address2»

«Agency\_City», «Agency\_State»  
«Agency\_Zip5»-«Agency\_Zip4»

LINE NO.	DESCRIPTION	UNIT	MULTIPLE AWARD UNIT PRICE	AGGREGATE AWARD UNIT PRICE
600	138896 – Training on Voting Equipment, beyond required training within initial year.  Options:  - On-Site          - Contractor-Site  List Locations:  _____ _____ _____ _____ _____ _____  List All:  _____ _____ _____ _____ _____ _____ _____ _____ _____ _____  _____	hr          hr	Coconino \$ _____ Gila \$ _____ Greenlee \$ _____ La Paz \$ _____ Mohave \$ _____ Navajo \$ _____ Pinal \$ _____ Santa Cruz \$ _____ Yuma \$ _____ Other \$ _____  \$ _____	Coconino \$ _____ Gila \$ _____ Greenlee \$ _____ La Paz \$ _____ Mohave \$ _____ Navajo \$ _____ Pinal \$ _____ Santa Cruz \$ _____ Yuma \$ _____ Other \$ _____  \$ _____



## 7.0 Pricing Schedule

SOLICITATION NO.: «SOL\_Number»

PAGE  
39

VENDOR: «Vendor\_Name»

OF  
49


«SOL\_Location»

«Agency\_Address1»

«Agency\_Address2»

«Agency\_City», «Agency\_State»  
«Agency\_Zip5»-«Agency\_Zip4»

LINE NO.	DESCRIPTION	UNIT	MULTIPLE AWARD UNIT PRICE	AGGREGATE AWARD UNIT PRICE
700	138896 – Additional Items and other Voting Equipment Accessories  List All:  _____ _____ _____ _____ _____ _____	ea	\$ _____	\$ _____

	<b>8.0 Attachment</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 40	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»


- 8.1 County Voter Registrations by Precinct Charts Voter turnout averages between 20% and 80%, depending on the type of election. The early ballot percentages are between 35% and 60%, depending on the type of election.

County	Population	County Seat	Current Ballot Type	Number of Precincts in 2002 General Election	Voter Registration in 2002 General Election
Coconino	122,770	Flagstaff	Punch Card	82	63,670
Gila	53,015	Globe	Punch Card	40	30,663
Greenlee	8,605	Clifton	Punch Card	8	4,863
La Paz	20,365	Parker	Punch Card	13	6,686
Mohave	166,461	Kingman	Punch Card	73	81,145
Navajo	101,615	Holbrook	Punch Card	70	50,745
Pinal	192,395	Florence	Punch Card	65	71,045
Santa Cruz	39,840	Nogales	Punch Card	24	17,376
Yuma	169,760	Yuma	Punch Card	41	48,715

8.1.1 Coconino County.

Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct
1	355	31	1,158	61	0
2	984	32	1,172	62	894
3	745	33	653	63	46
4	138	34	600	64	852
5	390	35	480	65	176
6	92	36	1,138	66	845
7	1,210	37	960	67	1,273
8	1,281	38	794	68	1,588
9	1,214	39	274	69	1,288
10	1,009	40	907	70	37
11	828	41	858	71	399
12	1,266	42	607	72	1,381
13	686	43	810	73	20
14	1,267	44	121	74	816
15	1,590	45	609	75	782
16	832	46	1,948	76	1,215
17	1,155	47	329	77	1,423
18	424	48	1,191	78	357
19	662	49	3	79	9
20	1,247	50	810	80	1,166
21	657	51	1,036	81	926
22	1,220	52	70	82	7
23	1,060	53	346		
24	1,233	54	183		
25	813	55	138		
26	1,059	56	20		
27	1,283	57	771		
28	698	58	1,120		
29	706	59	1,120		
30	590	60	1,250		



	<b>8.0 Attachment</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 41	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

8.1.2 Gila County.


Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct
1	516	16	965	31	1,940
2	68	17	620	32	237
3	706	18	637	33	2,157
4	182	19	568	34	170
5	804	20	440	35	1,046
6	1,140	21	394	36	723
7	443	22	558	37	255
8	644	23	1,163	38	302
9	454	24	1,699	39	459
10	574	25	1,938	40	601
11	809	26	1,225		
12	567	27	1,572		
13	295	28	965		
14	621	29	854		
15	258	30	1,094		

8.1.3 Greenlee County.

Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct
1	31	4	497	7	726
2	35	5	1,278	8	1,027
3	929	6	340		


8.1.4 La Paz County.

Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct
51	1,777	56	187	61	48
52	401	57	548	62	137
53	565	58	1,000	63	18
54	1,170	59	109		
55	385	60	341		

	<b>8.0 Attachment</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 42	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»


8.1.5 Mohave County.

Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct
1	158	26	167	51	1,625
2	1,743	27	376	52	1,614
3	906	28	1,443	53	1,371
4	458	29	1,170	54	1,247
5	1,089	30	1,493	55	919
6	830	31	279	56	140
7	1,230	32	145	57	1,503
8	627	33	1,172	58	547
9	1,231	34	1,595	59	1,145
10	1,492	35	1,122	60	565
11	977	36	1,661	61	1,406
12	1,323	37	873	62	1,525
13	879	38	916	63	1,535
14	1,429	39	1,658	64	1,671
15	1,741	40	1,042	65	1,907
16	1,359	41	1,866	66	1,828
17	715	42	1,097	67	1,439
18	805	43	1,431	68	1,575
19	1,662	44	1,267	69	1,231
20	850	45	135	70	1,512
21	361	46	909	71	775
22	632	47	1,350	72	1,285
23	145	48	1,050	73	1,555
24	1,106	49	820		
25	1,535	50	905		

	<b>8.0 Attachment</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 43	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

8.1.6 Navajo County.

Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct
1	801	30	464	58	226
2	640	31	1,444	59	733
3	334	32	1,006	60	666
4	951	33	1,141	61	272
5	341	35	777	62	719
6	780	36	1,853	63	705
7	524	38	1,098	64	41
8	2,283	39	610	65	0
9	1,020	40	376	66	4
10	1,141	41	670	67	28
11	791	42	1,932	68	0
13	697	43	240	69	67
15	598	44	1,219	70	0
16	728	45	628	71	0
17	1,771	46	1,451	72	0
18	1,777	47	941	73	58
19	237	50	153	74	17
20	2,319	51	218	75	175
21	1,316	52	1,292	76	42
22	473	53	1,710	77	20
24	460	54	1,628	78	0
26	269	55	901	79	1,407
28	1,367	56	147		
29	1,778	57	270		


	<b>8.0 Attachment</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 44	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

8.1.7 Pinal County.

Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct
14	1,183	20	569	40	997
49	442	21	412	41	758
55	1,062	22	324	41A	70
56	1,246	22A	223	42	1,240
57	1,573	23	780	43	1,639
58	1,122	24	1,218	44	1,878
59	1,732	25	965	45	1,530
60	431	26	1,238	46	986
61	457	27	748	47	1,355
62	602	28	1,151	48	1,738
63	937	28A	2	5	2,018
64	2,475	29	845	50	754
65	77	3	67	51	981
1	1,314	30	821	52	104
10	294	31	245	53	213
11	345	31A	19	54	1,654
12	1,307	32	1,593	54A	14
13	638	33	1,751	6	1,155
15	2,944	34	1,325	60A	5
16	208	35	1,352	65A	81
17	1,376	36	1,084	7	2,200
18	1,160	37	1,927	8	1,440
18A	4	38	994	9	2,096
19	1,186	39	1,402		
2	211	4	758		

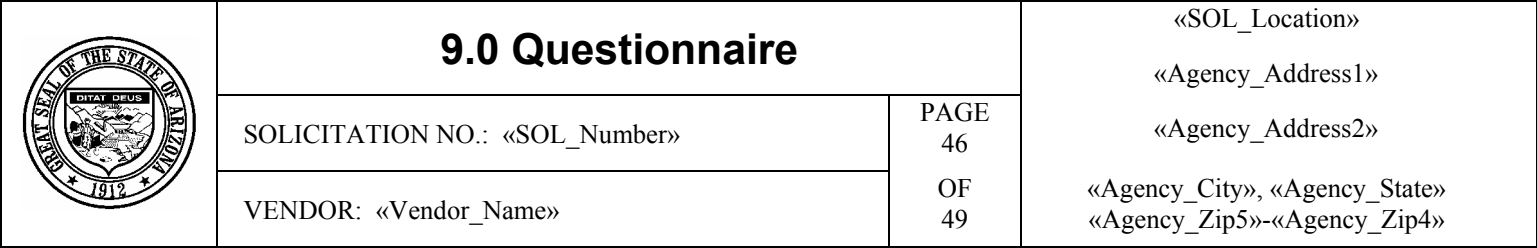
8.1.8 Santa Cruz County.

Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct
1	630	9	547	17	349
2	864	10	490	18	881
3	584	11	484	19	1,204
4	402	12	863	20	559
5	87	13	1,217	21	1,382
6	45	14	733	22	717
7	717	15	483	23	356
8	999	16	1,777	24	1,006

	<b>8.0 Attachment</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 45	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2»  «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

8.1.9 Yuma County.


Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct	Precinct No.	Registered Voters per Precinct
1	998	15	220	29	555
2	1,432	16	1,025	30	1,000
3	1,343	17	167	31	995
4	2,228	18	630	32	1,091
5	924	19	948	33	1,406
6	1,382	20	637	34	1,001
7	444	21	934	35	2,199
8	869	22	927	36	1,901
9	1,510	23	1,925	37	940
10	1,044	24	1,621	38	2,285
11	1,023	25	282	39	2,052
12	1,327	26	405	40	184
13	938	27	2,356	41	749
14	694	28	4,124		



9.1 Exceptions. In accordance with the solicitation's 1.0 Uniform Instructions to Offerors, Exceptions, offeror shall disclose any exceptions they have taken to any instructions, terms or conditions of this solicitation.

This image shows a full page of blank, lined paper. It features approximately 28 horizontal black lines spaced evenly across the page, typical of notebook paper. The lines are thin and extend from the left edge to the right edge. There are no margins, text, or other markings on the page.



	<b>Certificate of Insurance</b>		«SOL_Location»
	SOLICITATION NO.: «SOL_Number»	PAGE 48	«Agency_Address1»
	VENDOR: «Vendor_Name»	OF 49	«Agency_Address2» «Agency_City», «Agency_State» «Agency_Zip5»-«Agency_Zip4»

Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

<b>Name and Address of Insurance Agency:</b>	<b>Company Letter:</b>	<b>Companies Affording Coverage:</b>
	A	
	B	
<b>Name and Address of Insured:</b>	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage <b>OR</b> Bodily Injury and Property Damage Combined			Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

**Name and Address of Certificate Holder:**

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative



# **End of Solicitation AD030150 Document**